



St. Charles Parish

Meeting Agenda

Parish Council

Supplemental

St. Charles Parish Courthouse
15045 Highway 18
P.O. Box 302
Hahnville, LA 70057
985-783-5000
scpcouncil@st-charles-la.us
<http://www.stcharlesparish-la.gov>

Council Chairman Dennis Nuss
Councilmembers Carolyn K. Schexnaydre, Terry Authement,
Billy Raymond, Sr., Shelley M. Tastet, Wendy Benedetto,
Paul J. Hogan, Larry Cochran, Marcus M. Lambert

Monday, July 25, 2011 6:00 PM Council Chambers, Courthouse

Final

SUPPLEMENTAL

ORDINANCES/RESOLUTIONS INTRODUCED FOR PUBLICATION/PUBLIC HEARING

Monday, August 8, 2011, 6:00 pm, Council Chambers, Courthouse, Hahnville

S* | 2009-0423 (7/25/2011, Hogan)

An ordinance to amend the St. Charles Parish Code of Ordinances, Chapter 3 Alcoholic Beverages, Article I. In General, Sec. 3-1. Location restrictions, to clarify and further define the location restrictions with regards to the sale of alcoholic beverages.

Legislative History

10/19/09	Council Member(s)	Introduced	
10/19/09	Parish Council	Publish/Scheduled PH	
11/2/09	Parish Council	Tabled.	Fail
<u>Reported:</u>			
Councilman Hogan Recommended:		Approval	
<u>Discussion:</u> to table File No. 2009-0423			
11/2/09	Parish Council	Reconsidered	Pass
<u>Discussion:</u> to reconsider the vote on File No. 2009-0423			
11/2/09	Parish Council	Tabled.	Fail
<u>Discussion:</u> to table File No. 2009-0423			
11/2/09	Parish Council	PH Requirements Satisfied	
11/2/09	Parish Council	Approved	Fail
<u>Proposed ordinance failed for lack of a majority by the following vote</u>			
12/7/09	Legislative Committee	Discussed.	
4/18/11	Council Member(s)	Introduced	
4/18/11	Parish Council	Publish/Scheduled PH	

5/2/11 Parish Council Amended Pass

Amendment: to amend the proposed ordinance under "SECTION 1. Revised: (b)" to change "... street being at right angles to the public street ..." to read "... street being at approximately right angles to the public street ..."

5/2/11 Parish Council PH Requirements Not Satisfied

5/2/11 Parish Council Tabled Legislative Committee Pass

Discussion: to table File No. 2009-0423 and send to the Legislative Committee

5/16/11 Parish Council Removed from the Table Pass

5/16/11 Parish Council Amended Pass

Amendment: to accept the revised version of File No. 2009-0423

5/16/11 Parish Council PH Requirements Satisfied

Reported:

Councilman Hogan Recommended: Approval

5/16/11 Parish Council Tabled Pass

Discussion: to table File No. 2009-0423

6/6/11 Parish Council Removed from the Table Pass

6/6/11 Parish Council Tabled Pass

Public Hearing previously satisfied.

Discussion: to table File No. 2009-0423

6/20/11 Parish Council Removed from the Table Pass

6/20/11 Parish Council Approved Fail

Reported:

Councilman Hogan Recommended: Approval

Public Hearing previously satisfied.

VOTE ON THE PROPOSED ORDINANCE

Proposed ordinance failed for lack of a majority by the following vote

7/25/11 Council Member(s) Introduced

S* 2 2011-0251 (7/25/2011, St. Pierre, Department of Public Works)

An ordinance to approve and authorize the execution of an Act of Cash Sale by Clyde J. Melancon, et al to St. Charles Parish for a certain 20.776 acre parcel of property located along the Southern side of the Hahn Street Extension, being partially adjacent to the Department of Public Works site at 166 Scorpio Street and the Hahnville Sewer Treatment Plant in Hahnville.

Legislative History:

7/25/11 Parish President Introduced

S* 11 2011-0252 (7/25/2011, St. Pierre, Department of Public Works)

An ordinance to approve and authorize the execution of a contract with Barriere Construction Co., LLC for the construction of Parish Project No. P090103-9, Road Maintenance 2011, with Base Bid, Alternate No. 1, and Alternate No. 2 in the amount of \$1,505,545.50.

Legislative History:

7/25/11 Parish President Introduced

MEETINGS, ANNOUNCEMENTS, NOTICES, ETC.**ANNOUNCEMENTS**

Sales Tax Holiday: Friday, August 5, 2011 and Saturday, August 6, 2011

St. Charles Parish will upon request and with three (3) days advanced notice provide reasonable accommodation to any disabled individual wishing to attend the meeting. Anyone requiring reasonable accommodation is requested to contact the Office of the Council Secretary at (985) 783-5000 to discuss the particular accommodations needed.

2009-0423

INTRODUCED BY: PAUL J. HOGAN, PE, COUNCILMAN, DISTRICT IV
ORDINANCE NO. _____

An ordinance to amend the St. Charles Parish Code of Ordinances, Chapter 3 Alcoholic Beverages, Article I. In General, Sec. 3-1. Location restrictions, to clarify and further define the location restrictions with regards to the sale of alcoholic beverages.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Code of Ordinances, Chapter 3, Alcoholic Beverages, Article I. In General, Sec. 3-1. Location restrictions, be amended by revising (b) as follows:

As Written:

- (b) If the area affected by this section is undeveloped and there are no sidewalks, the measurement of the distance set forth in subsection (a) hereof shall be in a straight line from nearest point to nearest point of property lines. In developed areas, this distance shall be measured as a person walks using the sidewalk from the nearest point of the property line of the church, synagogue, public library, playground, licensed day care centers or school to the nearest point of the premises to be licensed.

Revised:

- (b) If the area affected by this section is undeveloped and there are no sidewalks, the measurement of the distance set forth in subsection (a) hereof shall be in a straight line from nearest point to nearest point of property lines. In developed areas, this distance shall be measured as a person walks using the sidewalk from the nearest point of the property line of the church, synagogue, public library, playground, licensed day care centers or school to the nearest point of the premises to be licensed **using measurement clarification as provided in case law regarding the path to be taken when performing such measurements. The "premises" or "premises to be licensed" as used herein means the building or that part of the building as defined in the application for the permit in which alcoholic beverages are sold, except in cases where such beverages are regularly sold or served outside the building, the term shall also include such outside area.**

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

And the ordinance was declared adopted this _____ day of _____, 2011, to become effective five (5) days after publication in the Official Journal.

2009-0423 revised Ord 500 to Alcoholic Beverages (ST-11-11)

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

2011-0251

**INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)**

ORDINANCE NO. _____

An ordinance to approve and authorize the execution of an Act of Cash Sale by Clyde J. Melancon, et al to St. Charles Parish for a certain 20.776 acre parcel of property located along the Southern side of the Hahn Street Extension, being partially adjacent to the Department of Public Works site at 166 Scorpio Street and the Hahnville Sewer Treatment Plant in Hahnville.

WHEREAS, Clyde J. Melancon, et al are the owners of a certain 20.776 acre parcel of property located along the Hahn Street Extension in Hahnville as per the Survey Plat prepared by C. E. Collier, C.E. dated August 20, 1962 which would provide additional property adjacent to the Department of Public Works Site, the Hahnville Sewer Treatment Plant Site, and allow for drainage improvements to the Hahnville Area; and,

WHEREAS, the acquisition of said property would also resolve the issue of the temporary servitude granted to the Parish for access to the Hahnville Sewer Treatment Plant by transferring ownership of said property to the Parish; and,

WHEREAS, it is the desire of the Parish Council to acquire said property.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Act of Cash Sale by Clyde J. Melancon, et al to St. Charles Parish for the above described 20.776 acre parcel of property in the amount of \$350,000.00 is hereby approved.

SECTION II. That the Parish President is hereby authorized to execute said Act of Cash Sale on behalf of St. Charles Parish.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

And the ordinance was declared adopted this _____ day of _____, 2011, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

CASH SALE

UNITED STATES OF AMERICA

FROM: CLYDE J. MELANCON, MICHAEL
 J. MELANCON, CHARLES S.
 MELANCON, Jr., SUSAN M. WILTZ,
 MICHELLE M. DUFOUR, MARK J.
 MELANCON, ROGER D. LATHAM,
 JOHN W. MELANCON, DENISE M.
 MAYEUX, CELESTE M. CHIASSON,
 ANNETTE MELANCON, MELANIE M.
 CLARK, AND MARY CLAIRE M. FISHER

STATE OF LOUISIANA

TO: ST. CHARLES PARISH

PARISH OF ST. CHARLES

BE IT KNOWN, that on dates subscribed below, in the year two
 thousand and eleven (2011).

BEFORE ME, the undersigned Notary in and for the Parishes and
 Counties hereinafter recited, duly commissioned and qualified, and
 in the presence of the witnesses hereinafter named and undersigned,
 personally came and appeared:

CLYDE J. MELANCON (SS NO. --- -- 3677), a person of the full age of
 majority and domiciled in the Parish of Bossier, State of Louisiana,
 who declared unto me, undersigned Notary, that he has been married
 three times, first to Joycelyn Toups from whom he was divorced in
 San Antonio, Texas on March 28, 1969 and secondly to Erika Schmitt,
 from whom he was divorced in the 26th Judicial District Court for the
 Parish of Bossier on November 26, 1980, and thirdly to Linda Wilson
 from whom he was divorced in the 26th Judicial District Court for the
 Parish of Webster on December 11, 1984 and then to Dorothy England
 with whom he is living and residing and that his mailing address is
 155 Horseshoe Loop, Doyline, LA, 71023. Said appearer acknowledges
 that the property being sold here his is separate paraphernal
 property;

MICHAEL J. MELANCON (SS NO. --- -- 2174), a person of the full age
 of majority and domiciled in Bossier Parish, State of Louisiana, who
 declared unto the undersigned Notary, that he has been married but
 once and then to Angela Kennedy from whom he was divorced in the 1st
 Judicial District Chancery Court, Proceeding No. C2401-04-00962 on
 July 12, 2004, and that he has never remarried and that his mailing
 address is 5705 E. Texas, Apt. 75, Bossier City, LA, 71111. Said
 appearer acknowledges that the property sold herein is his separate
 and paraphernal property; Said appearer is herein represented by
 Mark J. Melancon pursuant to duly authorized Power of Attorney
 attached hereto and made a part hereof;

CHARLES S. MELANCON, JR. (SS NO. --- -- 3408), a person of the full
 age of majority and domiciled in the Parish of St. Charles, State of
 Louisiana, who declared unto the undersigned Notary, that he has
 been married twice, first to Lea Harper from whom he was divorced in
 the 29th Judicial District Court for the Parish of St. Charles in
 Proceedings No. 57,805 on August 14, 2003, and secondly to
 Bernadette Robago with whom he is presently married and living at
 101 Edna Drive, DesAllemands, LA, 70030. Said appearer acknowledges
 that the property sold herein is his separate and paraphernal
 property;

SUSAN M. WILTZ, (SS NO. --- -- 6760), a person of the full age of
 majority and domiciled in the Parish of St. Charles, State of
 Louisiana, who declared unto me, Notary, that she has been married
 three times, first to Randy C. Graver from whom she was divorced in

the 29th Judicial District Court for the Parish of St. Charles Proceeding No. 47,542 on November 4, 1997; seconding to John D. Brady from whom she was divorced in the 29th Judicial District Court for the Parish of St. Charles Proceeding No. 56,848 on December 19, 2002 and thirdly to David M. Wiltz with whom she is currently residing at 101 Ivy Court, Luling, LA 70057; Said appearer acknowledges that the property sold herein is her separate and paraphernal property;

MICHILLE M. DUFOUR, (SS NO. --- -- 6589), a person of the full age of majority and domiciled in the Parish of St. Charles, State of Louisiana, who declared unto the undersigned Notary, that she has been married but once and then to Mark A. Dufour from whom she was divorced in the 29th Judicial District Court for the Parish of St. Charles, State of Louisiana, Proceeding No. 42,953 on July 14, 1994 and further that her mailing address is 115 Ashton Road, Luling, LA, 70070; Said appearer acknowledges that the property sold herein is her separate and paraphernal property;

MARK J. MELANCON, (SS NO. --- -- 0267), a person of the full age of majority and domiciled in the Parish of St. Charles, State of Louisiana, who declared unto the undersigned Notary that he has never been married and that his mailing address is 695 Magnolia Ridge Road, Boutte, LA, 70039;

ROGER D. LATHAM, (SS No. --- -- 2181), a person of the full age of majority and domiciled in the County of Runnels, State of Texas, who declared unto the undersigned Notary, that he has never been married and that his mailing address is 132 Private Road, Rowena, TX 76875;

JOHN W. MELANCON, (SS No. --- -- 7468), a person of the full age of majority and domiciled in the Parish of St. Charles, State of Louisiana, who declared unto the undersigned Notary that he has been married but once and then to Jacquelyn Foret from whom he was divorced in the 29th Judicial District Court for the Parish of St. Charles Proceeding No. 43,633 and that his mailing address is 200 River Park Dr., Hahnville, LA 70070; Said appearer acknowledges that the property sold herein is his separate and paraphernal property;

DENISE M. MAYEUX, (SS No. --- -- 8429), a person of the full age of majority and domiciled in the Parish of St. Charles, State of Louisiana, who declared unto the undersigned Notary that she has been married but once and then to Lonny A. Mayeux with whom she is living and residing at 833 Barber Road, Paradis, LA 70080; Said appearer acknowledges that the property sold herein is her separate and paraphernal property;

CELESTE M. CHIASSON, (SS No. --- -- 8005), a person of the full age of majority and domiciled in the Parish of St. Charles, State of Louisiana, who declared unto the undersigned Notary that she has been married but once and then to Chad J. Chiasson with whom she is living and residing at 327 Lakewood Dr., Luling, LA 70080; Said appearer acknowledges that the property sold herein is her separate and paraphernal property;

ANNETTE MELANCON, (SS No. --- -- 7552), a person of the full age of majority and domiciled in the Parish of St. Charles, State of Louisiana, who declared unto the undersigned Notary that she has been married twice, first to Frank R. Hendrickson from whom she was divorced in the 29th Judicial District Court for the Parish of St. Charles Proceeding No. 39,737; and secondly to David Matherne, Sr. with whom she is currently living and residing at 242 Murrayhill Dr., Destrehan, LA 70047; Said appearer acknowledges that the property sold herein is her separate and paraphernal property;

MELANIE M. CLARK, (SS No. --- -- 7695), a person of the full age of majority and domiciled in the County of Pike, State of Mississippi, who declared unto the undersigned Notary that she has been married twice, first to Phillip L. Melancon who predeceased her and secondly to Charles W. Clark from whom she is living separate and apart;

Appearer further declared that her mailing address is 1131 Eagle Ridge Road, Summit, MS, 39666 and further that the property sold herein is her separate and paraphernal property;

MARY CLAIRE M. FISHER, (SS No. --- -- 3259), a person of the full age of majority domiciled in the Parish of St. John the Baptist, State of Louisiana, who declared unto the undersigned Notary, that she has been married but once and then to Kenneth J. Fisher who predeceased her and that her mailing address is 109 Viola Court, Laplace, LA 70068; Appearer further declared that the property sold herein is her separate and paraphernal property.

hereinafter designated as "vendors" who declared that for the consideration and upon the terms and conditions hereinafter expressed, said vendors do by these presents sell, grant, bargain, assign, transfer, deliver, and abandon and set over under all lawful warranties and with substitution and subrogation to all rights and actions of warranty against all preceding owners and vendors, unto

ST. CHARLES PARISH, a political subdivision of the State of Louisiana, herein represented by V. J. St. Pierre, Jr., its Parish President, and whose mailing address is P. O. Box 302, Hahnville, Louisiana, 70057; and pursuant to Ordinance No. _____ adopted by the St. Charles Parish Council on March _____, 2011 a copy of which is attached hereto and made a part hereof;

hereinafter designated as "purchaser", here present, accepting and purchasing and acknowledging delivery and possession of the following described property, to wit:

All of their undivided interest in and to the following described property:

A certain lot or portion of ground, together with all of the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes and advantages thereunto belonging or in anywise appertaining situated in the Village of Hahnville, St. Charles Parish, Louisiana, and is designated on a sketch or survey of portion of Sections 3, 24 and 68, T13S, R20E, prepared by E. M. Collier, Surveyor, dated August 20, 1962, paraphed "Ne Varietur" y James P. Vial, Notary Public, to identify same herewith, according to said sketch, the said property herein conveyed commences at a point 239 feet from the intersection of the eastern side line of said property with the North line of Lovejoy Street, said point forming the Northeast corner of said property, thence runs N 21-15W for a distance of 150 feet, thence S68-45W for a distance of 72.2 feet, thence S21-15E for a distance of 100 feet,

thence S68-45W for a distance of 461.6 feet, thence N21-15W for a distance of 100 feet, thence S68-45W for a distance of 5,770.63 feet, thence S17-45W for a distance of 193.01 feet, thence N68-45E for a distance of 6,425.9 feet, to the point of beginning, containing 20.776 acres.

The above described property is subject to Servitude granted by Achille J. Melancon, Jr. to Fire Protection District No. 1 of the Parish of St. Charles, State of Louisiana, dated July 19, 1969, recorded in COB 90, folio 634, St. Charles Parish, Louisiana.

Being the same property acquired by Peter L. Glaser by Clyde J. Melancon, John W. Melancon and Mary Claire M. Fisher by Judgment of Possession of Achille J. Melancon, Jr. dated September 7, 1976 and duly recorded in the Parish of St. Charles, State of Louisiana at COB 180 folio 8 and further by Judgment of Possession of Mary Clyde Smith, widow of Achille J. Melancon, Jr. dated September 14, 1989 and duly recorded in the Parish of St. Charles, State of Louisiana at COB 410, folio 465; and by Michael J. Melancon, Charles S. Melancon, Jr., Susan M. Wiltz, Michelle M. Dufour and Mark J. Melancon by Judgment of Possession of Charles S. Melancon, Jr. dated June 15, 2000 and duly recorded in the Parish of St. Charles, State of Louisiana at COB 570, folio 496; and by Roger D. Latham by Judgment of Possession of Brent P. Melancon dated July 5, 2011 and duly recorded in the Parish of St. Charles, State of Louisiana at COB 758, folio 839; and by Denise M. Mayeux, Celeste M. Chiasson and Annette Melancon by Judgment of Possession of Robert G. Melancon dated January 5, 2010 and duly recorded in the Parish of St. Charles, State of Louisiana at COB 738, folio 720; and by Melanie G. Melancon Clark by Act of Sale from Jason L. Melancon, Brandi L. Melancon, Tanya L. Melancon and Heather M. Hogan, dated Jun 29, 1998 and duly recorded in the Parish of St. Charles, State of Louisiana at COB 540, folio 537; and by Mary Claire M. Fisher by Act of Sale from Joan M. Vitano dated October 21, 1976 and duly recorded in the Parish of St. Charles, State of Louisiana at COB 181, folio 799.

To have and to hold the said property unto the said purchaser forever.

This present sale and conveyance is made and accepted for and in

consideration of the sum and price of **THREE HUNDRED FIFTY THOUSAND AND NO/100 (\$350,000.00) DOLLARS**, lawful current money of the United States of America, which amount the said purchaser has paid in ready CASH, receipt of which is hereby acknowledged by the vendor, and full discharge and acquittance granted therefor.

Taxes for 2010 are paid. The parties hereto waive any conveyance, mortgage, tax and any other certificates and relieve and release me, Notary, from any and all responsibility in connection therewith. The parties also acknowledge that no examination of the title has been made by me, Notary, and agree to relieve, release, defend, save, hold harmless, and indemnify me, Notary, from any and all claims, liabilities, and responsibilities in connection therewith.

Whenever the word "vendor" is used in this act, it shall be construed to include "vendors," and whenever the word "purchaser" is used it shall be construed to include "purchasers."

All the agreements and stipulations herein contained, and all the obligations herein assumed shall inure to the benefit of and be binding upon the heirs, successors, and assigns of the respective parties hereto.

The certificate of mortgages required by Article 3364 of the revised Civil Code of Louisiana is hereby dispensed with by the parties hereto.

THUS done, read and passed as indicated below, in the presence of undersigned competent witnesses who have hereunto signed their names with the parties and me, said Notary, the day, month and year below written.

WITNESSES:

CLYDE J. MELANCON

MICHAEL J. MELANCON, duly
Represented by Mark J. Melancon
duly appointed agent

CHARLES S. MELANCON

SUSAN M. WILTZ

MICHELLE M. DUFOUR

MARK J. MELANCON

ROGER D. LATHAM

JOHN W. MELANCON

DENISE M. MAYEUX

CELESTE M. CHIASSON

ANNETTE M. MATHERNE

PARISH OF ST. CHARLES

BY: V. J. ST. PIERRE, JR.
PARISH PRESIDENT

LEON C. VIAL, III
NOTARY PUBLIC
NO. 13061



2011-0252

**INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)**

ORDINANCE NO. _____

An ordinance to approve and authorize the execution of a contract with Barriere Construction Co., LLC for the construction of Parish Project No. P090103-9, Road Maintenance 2011, with Base Bid, Alternate No. 1, and Alternate No. 2 in the amount of \$1,505,545.50.

WHEREAS, sealed bids were received by St. Charles Parish on July 14, 2011 for Road Maintenance 2011; and,

WHEREAS, G. E. C., Inc., Consulting Engineers for the Project, have reviewed the bids and recommend that the Base Bid, Alternate No. 1, and Alternate No. 2 of the Contract be awarded to the low bidder, Barriere Construction, Co., LLC, in the amount of \$1,505,545.50.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the bid of Barriere Construction, Co., LLC for the construction of St. Charles Parish Project No. P090103-9, Road Maintenance 2011, be hereby accepted, in the amount of \$1,505,545.50.

SECTION II. That the Parish President is hereby authorized to execute said contract documents on behalf of St. Charles Parish.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

And the ordinance was declared adopted this _____ day of _____, 2011, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

SECTION 00500

AGREEMENT

THIS AGREEMENT is effective as of the _____ day of _____ in the year 20____ by and between the Parish of St. Charles, called the OWNER, and Barriere Construction Co., L.L.C. herein after called the CONTRACTOR.

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents for the above Project. The Work is generally described as follows:

The Contract Work generally comprises the repair and/or overlay of existing asphalt streets in St. Charles Parish Louisiana.

ARTICLE 2. ENGINEER

The Project has been designed by G.E.C., Inc. who is hereinafter called ENGINEER and who will assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME

- 3.1 The Contractor shall complete all of the Work under the Contract within 65 calendar days from the date of the Notice to Proceed. If Alternate is added, the Contractor shall complete the Base Bid and the specified Alternate under contract within 65 calendar days from the date of the Notice to Proceed.
- 3.2 Liquidated Damages - OWNER and CONTRACTOR recognize that the OWNER will suffer direct financial loss if Work is not completed within the Contract times specified in Paragraph 3.1 above plus any extensions thereof allowed in accordance with Article 12 of the General Conditions, and therefore, time is of the essence. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, CONTRACTOR and Surety agree to forfeit and pay OWNER as liquidated damages for delay (but not as a penalty) the amount of \$ Five Hundred Dollars (\$500.00) for each calendar day that expires after the Contract Time specified in Paragraph 3.1 for final completion and ready for final acceptance until the Work is completed. These amounts represent a reasonable estimate of OWNER's expenses for extended delays and for inspection, engineering services and administrative costs associated with such delay. This provision shall be effective between the parties ipso facto and without demand or putting in default, it being specifically agreed that the CONTRACTOR by his mere failure to complete the work on or before the date specified shall be deemed in default.

ARTICLE 4. CONTRACT PRICE

CONTRACT PRICE: The amount to be paid to the Contractor by the Owner for completion of all work hereunder is: (\$1,505,545.50) One million five hundred five thousand five hundred forty five and 50/100 Dollars based on unit prices specified within this contract document. Contract price is firm and subject only to modification by written change order agreed to by both parties.

ARTICLE 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

- 5.1 Progress payments. OWNER shall make progress payments which exceed \$5,000 on account of the Contract price on the basis of CONTRACTOR's Applications for Payment, as recommended by ENGINEER, on or about the thirtieth (30th) day following receipt by the OWNER. Applications for Payments less than \$5,000 shall be accumulated until the next payment period or until final payment.

Progress payments will be based upon estimated quantities of completed contract unit price items or upon estimated percentages of completion of the schedule of lump sum values of labor and materials incorporated into the Work on the last day of each month or other mutually agreed regular monthly date ending the progress payment period.

- 5.2 Retainage. Retainage shall be withheld and payments will be made by the OWNER in the payment amount of: 1) ninety percent (90%) of the approved payment applications for projects with contract prices of less than \$500,000; or 2) ninety-five percent (95%) of the approved payment applications for the projects with contract prices of \$500,000 or greater.

- 5.3 Final Acceptance and Final Payment. Upon the final completion of all Work, the CONTRACTOR may request a final inspection and may make a final Application for Payment as provided by Paragraph 14.12 of the General Conditions, upon the OWNER's certificate of final acceptance.

Final acceptance of the Work, based upon the certificate of final acceptance, shall be by resolution of the Council of the Parish of St. Charles.

When substantial completion is granted by the Owner, the Certificate of Substantial Completion is then transmitted to the Contractor for filing with the recorder of mortgages of the Parish of St. Charles. This begins the not less than forty-five (45) day lien period as prescribed for Public Works by Louisiana Revised Statutes 38:2242.

At the expiration of the lien period it is the CONTRACTOR's responsibility to obtain a certificate from the Recorder of Mortgages of the Parish of St. Charles that the Contract is clear of any liens or privileges, and said certificate shall be presented to the OWNER for final payment and release of retainage, less any such sums as may be lawfully withheld under the Contract.

ARTICLE 6. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

- 6.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or finishing of the Work.
- 6.2 CONTRACTOR has studied carefully all reports of explorations and tests of subsurface physical conditions and drawings of physical conditions which are identified in the Information Available To Bidders and as provided in the General Conditions.
- 6.3 CONTRACTOR has obtained and carefully studied (or assumed responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Paragraph 6.2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or which otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 4.2 of the General Conditions. In exercising its responsibility with respect to subsurface conditions and physical conditions at the site, CONTRACTOR has or will obtain or perform at no additional cost to the OWNER such additional examinations, investigations, explorations, tests, reports, studies, or similar information or data as may be required by CONTRACTOR for such purposes.

ARTICLE 7. CONTRACT DOCUMENTS

The following Contract Documents, which comprise the entire Agreement between OWNER and CONTRACTOR, are all hereby made a part of that Agreement to the same extent as if incorporated herein in full:

- 7.1 Agreement
- 7.2 Construction Performance and Payment Bond and Insurance Certificates
- 7.3 Advertisement for Bids
- 7.4 CONTRACTOR's Bid Form
- 7.5 Addenda (Numbers 1 to 1 inclusive)
- 7.6 Contract documents bearing the general title "Road Maintenance 2011" dated June 2011.

- 7.7 Drawings, consisting of a cover sheet dated June 2011 and the sheets listed on the Index Sheet; each sheet bearing the following general title:

" _____ Road Maintenance 2011 _____ "

7.8 General Conditions

- 7.9 General Conditions, pages 00700-1 through 00700-31 and Section 00800, Supplementary Conditions, pages 00800-1 through 00800-21, and Second Supplementary Conditions have been adopted by the St. Charles Parish Council as a Standard General Conditions and Supplementary Conditions for Construction Contracts. Those General Conditions and Supplementary Conditions are to be referred to in the agreement and contract as "GEN.COND, CONST – 7/98 filed in MOB 682, Folio 230 filed with the St. Charles Parish Clerk of Court."

There are no Contract Documents other than those listed above in this Article 7. The Contract may only be amended, modified or supplemented as provided for in the General Conditions.

ARTICLE 8. MISCELLANEOUS

- 8.1 General Conditions, pages 00700-1 through 00700-31 and Section 00800, Supplementary Conditions, pages 00800-1 through 00800-21, and Second Supplementary Conditions have been adopted by the St. Charles Parish Council as a Standard General Conditions and Supplementary Conditions for Construction Contracts. Those General Conditions and Supplementary Conditions are to be referred to in the agreement and contract as "GEN.COND, CONST – 7/98 filed in MOB 682, Folio 230 filed with the St. Charles Parish Clerk of Court."
- 8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and, unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents. Notwithstanding the foregoing, the OWNER may assign this contract to the State of Louisiana or any political subdivision, municipality, special district or authority thereof without CONTRACTOR's consent and without recourse.
- 8.3 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 8.4 It is hereby agreed and understood by the parties hereto that any and all disputes that may result in litigation shall be litigated in the 29th Judicial District Court for the Parish of St. Charles.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement effective as of the date first written above. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

OWNER: Parish of St. Charles

CONTRACTOR:

By _____

By _____

Title _____

Title _____

Attest _____

Attest _____

END OF SECTION



PROJECT NO: P090103-9

DATE & TIME July 14, 2011 10:00 a.m.,

ENGINEER'S ESTIMATE \$1,467,400.00

Bid Opening Record
St. Charles, Barish
Page 1



G.E.C., Inc.
 3445 N. Causeway Blvd., Ste. 501
 Metairie, Louisiana 70002
 (504) 838-6009 Fax (504) 218-7229
 Verdi Adam, P.E., President
 Stephen Spohrer, P.E., Chief Operating Officer



July 19, 2011

Mr. Lee Zeringue, P.E.
 Senior Parish Engineer
 St. Charles Parish Department of Public Works
 100 River Oaks Dr.
 Destrehan, Louisiana 70047

**RE: 2011 St. Charles Parish Road Maintenance
 Recommendation to Award
 Parish Project No. P090103-9
 GEC Project No. 0051.2060102.009**

Dear Mr. Zeringue:

On July 14, 2011, sealed bids were received and opened at the Parish Courthouse for the above referenced project. There was one bid received and Barriere Construction Co., L.L.C. was noted as the apparent low bidder with a base bid of \$551,346.00.

We have reviewed the bid for engineering compliance with the bid documents and recommend that the project be awarded to the apparent low bidder.

Because of our understanding of the Parish budget with regard to this project, we also recommend award of Alternate #1 in the amount of \$791,516.50 and Alternate #2 in the amount of \$162,683.00. Award of these alternates does not change the low bidder.

Please find attached the bid tabulations as well as the preliminary agreement.

Should you have any questions or require further assistance, please contact me.

Sincerely,

Jim Martin, Ph.D., P.E.
 Senior Project Manager

Enclosed – Bid Tabulation
 Enclosed – Preliminary Agreement

Celebrating 25th Anniversary

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July 25, 2011

TO: Mrs. Barbara Jacob-Tucker
Council Secretary

FROM: Sam C. Scholle
Director of Public Works/Wastewater

SUBJECT: **Road Maintenance 2011**
St. Charles Parish Project No. P090103-9

Please introduce an Ordinance for the above referenced subject at the next Council Meeting, which is Monday, July 25, 2011. Thank you for your usual cooperation.

SCS:jgl

Attachments